

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY (TRENTON) Caption in Compliance with D.N.J. LBR 9004-2(c)	
MAURICE & NEEDLEMAN, P.C. 5 Walter E. Foran Blvd., Suite 2007 Flemington, NJ 08822 (908) 237-4550 Attorneys for Creditor Branch Banking and Trust Company Thomas R. Dominczyk	Chapter 7 Case Number: 11-33601 (MBK)
In re: RAYMOND R. NEVILLE	JUDGE: Honorable Michael B. Kaplan

CERTIFICATION IN SUPPORT OF MOTION FOR STAY RELIEF

1. I am an employee of the movant, Branch Banking and Trust Company (hereinafter "Creditor"), and am authorized to make this Certification on behalf of Creditor. True copies of the documents referenced in this certification are attached hereto and were taken from Creditor's file in this case. The file is typical of those kept by Creditor in the normal course of its business and the entries into the file are made contemporaneously with the events they memorialize. The sources for the entries to the file are reliable and I am familiar with the methods by which entries are made to the file. I have reviewed the file and this supplemental certification is made based upon my review of the file.

2. Creditor is a secured creditor-claimant of the above-named debtor Raymond R. Neville (hereinafter referred to as "Debtor"), and brings this motion pursuant to 11 U.S.C., Section 362(d).

3. On or about February 20, 2008 the Debtor executed a Retail Note and Security Agreement and Mortgage for the purchase of real property located in Horry County, South Carolina as set forth more fully in the Agreement (hereinafter referred to as the "Property"). Copies of the Retail Note and Security Agreement and Mortgage are attached hereto as Exhibit "A".

4. On or about February 20, 2011, the Debtor executed a Retail Note Modification Agreement which revised the terms of the Agreement and became a part thereof. A copy of the Retail Note Modification Agreement is also attached hereto as Exhibit "A". Collectively, the Retail Note and Security Agreement and Mortgage and the Retail Note Modification Agreement are hereinafter referred to as the "Agreement."

5. On August 8, 2011, Debtor filed for bankruptcy under Chapter 7 of Title 11 of the United States Code.

6. According to the Debtor's Chapter 7 Statement of Intention, the Debtor intends to surrender the real property to the Creditor. A copy of the Debtor's Statement of Intention is attached hereto as Exhibit "B".

7. The monthly payment due is \$1,335.90. See Exhibit "A".

8. The debtor has not made a payment since April 29, 2011 has arrears of \$5,544.33. The total balance due as of September 6, 2011 is \$135,394.39. Interest continues to accrue at the rate of \$23.97209 per diem.

9. Debtor has failed to comply with the terms of the Agreement by failing to make payments to the Creditor.

10. Accordingly, the Creditor requests relief from the stay for cause as a result of Debtor's default of the Agreement.

11. In addition, the property is only worth \$82,500.00 as of August 12, 2011 based on the attached appraisal. As a result, the Debtor does not have any equity in the property.

12. I declare under penalty of perjury that the foregoing is true and correct. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Tricia D. Woods
Tricia D. Woods

DATED: September 7, 2011